


Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Jay L. Michaelson, Bar No. 39774 Michaelson, Susi & Michaelson 7 W. Figueroa Street, 2nd Floor Santa Barbara, CA 93101 (805) 965-1011 Fax (805) 965-7351	FOR COURT USE ONLY JAN 12 2001 
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: HAAGEN PRINTING AND OFFSET CO., INC., Debtor(s).	CASE NO.: ND 00-12882-RR

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: February 7, 2001	Time: 10:00 a.m.
Location: 1415 State Street, Courtroom 201, Santa Barbara, California	

Type of Sale: ☐ Public ☐ Private Last date to file objections: January 24, 2001

Description of Property to be Sold: _____

~SEE ATTACHED~

Terms and Conditions of Sale: A copy of the Agreement for Purchase and Sale of Assets is attached as Exhibit A to the motion on file with the court.

Proposed Sale Price: ~SEE ATTACHED~

Overbid Procedure (If Any): None

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Jay L. Michaelson, Esq.
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Date: January 11, 2001

a. Assets to be Purchased

(1) All general intangibles including, but not limited to, trade name Haagen Printing, telephone numbers (800) 322-5775, (805) 962-7621, and (805) 388-6161, facsimile number (805) 963-2725, customer list (to be attached to the Agreement post-execution as Exhibit B), customer files including digital files, customer proofs, plates and negatives, Seller's Covenant Not to Compete, Ventura County Emission Offset Licenses, any and all similar permits or licenses issued by the cities of Santa Barbara, Camarillo, and Oxnard, if any, and all other transferable licenses and permits, other than business licenses.

(2) All items of equipment identified on Exhibit A to the Agreement.

(3) Seller's work in process on the closing date.

(4) Seller's useable raw materials and supplies.

b. Purchase Price

(1) For the general intangibles, the sum of \$500,000 payable on the closing date.

(2) For the equipment identified on Exhibit A, the sum of \$700,000 payable in full on the closing date. The purchase price for said equipment shall be reduced by the orderly liquidation value as set forth on the Max Rouse & Associates appraisal dated June 29, 2000, for any item of equipment identified on Exhibit A but not delivered by seller to buyer on the closing date.

(3) For seller's work in process (including all raw materials and direct labor in producing the work in process), a sum equal to seller's direct cost therefor through the closing date, not to exceed \$150,000.

(4) For seller's useable raw materials and supplies acceptable to buyer a sum equal to seller's cost therefor payable in full on the closing date, not to exceed \$50,000.